

## EXHIBIT B

## OPERATING PLAN

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## I) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Mount Rainier National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## II) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

- **Bundle.** A bundle refers to a unit of pre split firewood no less than 2 cubic feet.
- **Cured firewood.** Cured or seasoned firewood is wood that has been stored in a dry location for an extended period to reduce the moisture content. Keep all firewood cut green in a dry storage area for a period of one year. Cured firewood burns more efficiently and results in less smoke.

## III) RESPONSIBILITIES

### A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the required and authorized concession services within the Park;
- (2) Will employ a staff with the expertise and training to operate all services required and authorized under this Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Park, and;
- (4) Has the responsibility for implementing the policies and directives of the Service.

### B) Service

The Superintendent of Mount Rainier National Park has the responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including the concession program management. Directly or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating the Area.. This includes:

- (1) Evaluation of Concessioner services;
- (2) Review and approval of rates charged for all commercial services.

The Service will provide a list of key contacts within 30 days of Contract execution and as revisions are made.

#### IV) SCOPE AND QUALITY OF SERVICE

##### A) Scope of Service

The Concessioner is required to sell firewood with kindling, and may provide matches and paper for starting fires. The concessioner must provide all services in a consistent, quality manner. Service standards provided by the Service Operational Performance Program are considered service minimums. The Concessioner is responsible for monitoring operations to assure that quality standards.

##### B) Quality of Products

- (1) Firewood shall be fully cured, split wood and be sold in tied bundles.
- (2) Off-site firewood storage must keep wood dry, which helps reduce smoke during the sale season.
- (3) To protect the native trees from invasive insects and fungus, firewood should be sourced within 50 miles of the park boundary whenever possible.
- (4) Biodegradable or recyclable wrapping/ties/rope/string, such a hemp/sisal twine, is required.
- (5) Firewood bundles must be no less than 2 cubic foot and kindling bundles no less than 0.2 cubic feet.

##### C) Storage of Firewood

Firewood bundles may be stored at the Littorals maintenance area located approximately 4 miles from the White River campground. Prior to authorization to use the area, the concession office will review the exact location and size of the stockpile. The Concessioner is financially liable for any wood stored at the approved location. The area will be kept neat and clean by the Concessioner. Additional structures may not be constructed. Firewood stored at the Littorals must be kept dry and off the ground. Firewood may not be stored at the Ohanapecosh Campground.

#### V) GENERAL OPERATING STANDARDS AND REQUIREMENTS

##### A) Scheduling

- (1) *Schedule of Operations.* The Service establishes campground operating dates annually and will provide them, to the Concessioner. The operating dates for the White River Campground are approximately June 25 through September 30 of each year. The operating dates for the Ohanapecosh Campground are approximately May 26 through October 10 of each year. The service schedule listed in the table below may be adjusted subject to the approval of the Superintendent.
- (2) *Minimum Days and Hours of Operation.* The following are the minimum hours and days the Concessioner will sell firewood:

Campground	Operating Period	Miniumum Operating Days/Hours
White River	Opening Date through June 30	Friday & Saturday, 5:00 - 8:00 p.m.
	July 1 through Labor Day	7 days/week, 5:00 - 8:00 p.m.
	Tuesday after Labor Day to Closing Date	Friday & Saturday, 5:00 - 8:00 p.m.
Ohanapecosh	Opening Date through June 30	Friday & Saturday, 5:00 - 8:00 p.m.
	July 1 through Labor Day	7 days/week, 5:00 - 8:00 p.m.
	Tuesday after Labor Day to Closing Date	Friday & Saturday, 5:00 - 8:00 p.m.

The Concessioner is encouraged to exceed the minimum schedule noted above. When a discretionary schedule is in effect (shoulder seasons), the Concessioner will provide the

campground ranger with the proposed schedule each week so that visitors receive accurate information.

- (3) *Fire Bans.* The Service may enact a fire ban in the campgrounds due to extreme fire conditions and/or air quality inversions and other adverse weather conditions. The concessioner may not sell firewood or kindling during a campground fire ban or air quality burn ban, as declared by the NPS.

## **B) Evaluations**

The Service and the Concessioner will separately inspect and monitor Concession services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service.

- (1) *Annual Overall Rating.* The Service will determine and make its best effort to provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
  - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of annual financial report, timely submission of proof of general liability, timely and accurate submission of franchise fees, and automobile, workers compensation insurance.
  - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
    - 1 Risk Management Program Evaluation.
      - i The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
      - ii Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
    - 2 Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.
- (2) *Environmental Evaluations*
  - (a) Service Environmental Management Evaluations. The Service will conduct environmental management evaluations. Results of this evaluation will be discussed in the Annual Overall Rating.

- (b) Service Environmental Audits. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. This data will be incorporated into the Annual Overall Rating. The Concessioner will be required to close audit findings within the timeframe specified in the Environmental Audit Report.
- (c) Concessioner Environmental Evaluations. The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract.

**C) Visitor Comments**

- (3) Visitor Comments. In order to elicit responsive visitor comments, the Concessioner will utilize Service-approved comment cards (available from the Park visitor centers) in order to measure service and quality standards, pricing, and overall experience. The Concessioner will forward a copy of all received comment cards to the Park on a monthly basis.
  - (a) The Concessioner will respond **within ten (10) business days** in writing to all visitor complaints regarding Concessioner services. The Concessioner will provide a copy of the response with any supporting material to the Service.
  - (b) The Service will forward to the Concessioner any comments and complaints received regarding Concessioner services. The Concessioner will respond to any complaints within ten business days. The Concessioner will provide a copy of any such responses to the Superintendent, and the Service will forward a copy of any related responses to the Concessioner.

**D) Rate Determination and Approval Process**

- (1) Rate Determination. The objectives of the Service requires the Concessioner's rates and charges to the public are commensurate with the level of services provided, reasonable, justified, and comparable with similar services provided by the private sector. Reasonableness of rates will be in accordance with current NPS Concessions Management Guidelines (NPS-48 or subsequent documents).
- (2) Request Submittal for Annual Rate Changes. The Concessioner will submit all requests in writing, at least four weeks in advance of the proposed implementation date. Successful requests, at a minimum, require support by established criteria and comparable data. The current information to be included in the request is outlined in current NPS Concession Management Guidelines. The Superintendent will accept, for consideration, one rate change request per year barring any extenuating circumstances.
- (3) Rate Approval.
  - i. Approval Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner in writing within 30 days of the rate request submittal. It is the responsibility of the Concessioner to submit rate requests in a timely manner.
  - ii. Approved Rate Posting. The Concessioner will prominently post all rates and schedules in a neat and orderly fashion on the White River and Ohanapecosh Campground bulletin boards (no larger than a 12" x 12" sign) and may be posted on the sales vehicle. All signs will be professionally made; no hand written signs are allowed.
- (4) Rate Compliance. The Service's Concession Management staff will periodically conduct on-site rate studies at comparable operations with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.

- (5) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates, except as available to the general public.

**E) Human Resources Management**

- (1) *Employee Identification and Appearance.* All Concession employees in direct contact with the general public must maintain a neat and clean appearance and project a hospitable, friendly, helpful, positive attitude and be capable of and willing to answer visitors' questions concerning general Park information.
- (2) *Employee Hiring Procedures*
  - (a) Staffing Requirements. The Concessioner will hire and maintain staffing levels to provide satisfactory services. Before employment, the Concessioner will inform employees of salary, schedules, holiday pay, and overtime requirements.
  - (b) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible a workplace free of illegal drug-use. Should any illegal drug use occur, it must be promptly reported by the Concessioner to the Chief Ranger.
  - (c) Smoking. Employees will not be allowed to smoke at any time while conducting business within the Park.
  - (d) Driver Requirements. Drivers of any Concessioner-owned vehicles shall have a valid operator's license for the size and class of vehicle being driven.
  - (e) Equal Opportunity. The Concessioner and its employees shall not discriminate against any individual because of race, creed, color, sex, national origin, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.
  - (f) Park Employees. The Concessioner will not hire a spouse or dependent child of a Park employee without prior notification and written approval of the Superintendent.
- (3) *Training*
  - (a) Orientation. The Concessioner's employees are invited to attend Orientation Training when provided by the Service. The Concessions Office will serve as the contact for annual training sessions.
  - (b) General Employee Orientation and Training. A general employee orientation and training will be provided by the Concessioner. Employees will be informed of regulations and requirements affecting their employment and activities while working in the Park. Adequate job-specific training, applicable to each employee, will be provided prior to working with the public.

**F) Lost and Found Policy**

Any lost items turned into the Concessioner or found by Concession employees must be turned over to the Campground Ranger at White River or the Visitor Center at Ohanapecosh. Visitors who have either lost or found items should be directed to the same locations.

**G) Assigned Grounds**

- (1) All grounds in which the Concessioner operates on shall be maintained in such a manner as to present a pleasing natural appearance. The Concessioner will remove all trash and debris, as a result from the authorized and required services, from the grounds prior to departing the campground.
- (2) The Concessioner will ensure that the assigned storage space is kept free of litter and debris and will be cleaned on a daily basis, if necessary.

**VI) RISK MANAGEMENT**

**A) Risk Management Program**

- (1) A Risk Management Program will be maintained by the Concessioner to ensure a safe and risk-free employee and visitor environment. A Risk Management Plan, that will be

approved by the Service in accordance with the Occupational Safety and Health Act (OSHA) and Service guidelines, will be developed by the Concessioner. The Program will be reviewed annually by the Service. The complexity of the plan should be commensurate with the complexity of the operation. The program will include the following components adapted to the scale of the Concessioner's operation:

- Concessioner's policy statement, duties, employee responsibilities, and administration
  - Inspection schedule for all equipment, facilities, and public use areas
  - Documentation of inspections
  - Accident investigation and reporting
  - Training
  - Emergency Procedures
- (2) The Concessioner will ensure that firewood and kindling are not contaminated with any pesticide residue that might impair human health. Such residue might exist on trees treated for forest insects or diseases.
  - (3) Park staff will conduct an annual review of the Concessioner's Risk Management Program. The Concessioner will be required to correct any deficiencies noted in the safety inspection.

#### **B) Emergency Response Plan**

- (1) The Concessioner will develop an Emergency Response Plan in accordance with 29 CFR 1910.120. The Emergency Response Plan will describe emergency response procedures to respond to spills of hazardous substances stored and handled by the Concessioner "for the purpose of stopping the release" as defined in 29 CFR 1910.120 (q)(6)(iii).
- (2) The Concessioner must report all accidents/incidents involving employees or visitors to the Park at (360) 569-2211, ext. 2301 within one (1) business day. Accidents/incidents that are life threatening or involve serious injuries or death will be reported immediately to park dispatch at (360) 569-2334 from outside of the park boundary or 911 from inside of the park boundary.
- (3) The Concessioner will provide and maintain one working fire extinguisher at each location.

### **VII) PUBLIC RELATIONS**

#### **A) Required Notices**

The following notice will be prominently posted at all Concessioner payment areas:

This service is operated by (Concessioner's name), a Concessioner under Contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent  
Mount Rainier National Park  
55210 238<sup>th</sup> Ave. E.  
Ashford, Washington 98304

#### **B) Public Statements**

All media inquiries concerning operations within the Park will be referred to the Superintendent.

#### **C) Advertisements and Promotional Material**

##### **(1) Promotional Material**

- (a) Approval. All promotional material must be submitted for review and approval before publication, distribution, broadcast, etc. The Concessioner will contact the

Service 50 days prior to establish specific time frames for each project review. The Service may require that unapproved promotional material be removed from circulation.

- (b) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least 30 days prior to a projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Park staff assistance is required to help develop the product.
- (c) Park Publications. The Park's newspaper includes information on Concessioner-operated facilities within the Park. The Concessioner is required to submit, for approval, a proposed minimum operating schedule to the Service (if it varies from the minimum operating schedule included in this Operating Plan). Please see the reporting requirements for the required due date. This schedule, once approved, will be included in the publication of the Park's newspaper. To receive a copy of the current Park newspaper, please contact the Mount Rainier National Park Division of Interpretation at (360) 569-2211, ext. 3322.

(2) *Statements*

- (a) Authorization. Advertisements and promotional materials, including broadcast copy, must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public in Mount Rainier National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

### **VIII) REPORTING REQUIREMENTS**

- (1) *Annual Financial Reports*. The Concessioner must submit an Annual Financial Report (AFR) on or before **April 1** of each year for the previous year's activity.
- (2) *Insurance*. The Concessioner must submit a certificate of Proof of Insurance to the Superintendent by May 1<sup>st</sup> of each year and each time a policy is changed or renewed.
- (3) *Operational Reporting*. In order to monitor visitor use and detect visitor trends, the Concessioner will provide information on the number of bundles of firewood sold at the White River and Ohanapecosh campgrounds by **December 31** for each operating season. A sample reporting form can be found in Appendix A to this Operating Plan.
- (4) *Health and Safety*. Accident/incident reports are due to the Superintendent within seven days of an incident. This reporting requirement should not be used in lieu of immediate reporting should a serious injury occur within the Park.
- (5) *Annual Operating Plan Update*. The Concessioner and the Service will conduct a meeting in approximately October of each year to discuss and update the Operating Plan for the next year.

### **IX) VOLUNTEERS IN THE PARKS (VIP)**

The Concessioner is encouraged to allow employees to participate in the Service's Volunteer in the Parks (VIP) program.

Approved, effective \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Superintendent  
Mount Rainier National Park



ATTACHMENT A  
SAMPLE FIREWOOD SALES DEMAND FORM

Year \_\_\_\_\_

	# Bundles Sold	Revenue	Other Sales (matches etc.)	Revenue	TOTAL REVENUE
<b>Ohanapecosh</b>					
May					
June					
July					
August					
September					
<b>White River</b>					
May					
June					
July					
August					
September					
<b>TOTAL</b>					